

Corrigendum
Supply of General stationery items

It has been decided by the bank to incorporate corrigendum to RFP/Tender Ref:- IDBI/CPU/TN/2022/38 dated 22/06/2022 for Empanelment of Vendors for supply of stationery items to IDBI BANK LIMITED, CPU, RPU & RAO Belapur, Navi Mumbai.

Details as mentioned below:-

Serial No #	RFP Page Number	Existing Clause	Modified/Revised Clause
1	Page 10 of 50 Point No. 6	<p>Pre Contract Integrity Pact</p> <p>IDBI Bank has implemented Integrity Pact (IP) and has appointed Independent External Monitors (IEMs) for the IP in consultation with Central Vigilance Commission to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudice dealings prior to, during and subsequent to the currency of the Contract to be entered into for the purpose of this RFP. The Bidder is required to submit duly executed pre-contract Integrity Pact in line with <u>Annexure IX</u> as a pre-requisite condition while submitting the bid.</p> <p>The Pre-Contract Integrity Pact has to be submitted on Rs. 100/- stamp Paper at the time of bid. Other agreements to be provided on Bidder's Letterhead. However, successful bidder should execute all documents appropriately stamped</p>	<p>To be read as</p> <p>IDBI Bank has implemented Pre Contract Integrity Pact</p> <p>(IP) and has appointed Independent External Monitors (IEMs) for the IP in consultation with Central Vigilance Commission to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudice dealings prior to, during and subsequent to the currency of the Contract to be entered into for the purpose of this RFP. The Bidder is required to submit duly executed pre-contract Integrity Pact in line with <u>Annexure VI</u> as a pre-requisite condition while submitting the bid.</p> <p>The Pre-Contract Integrity Pact has to be submitted on Rs. 100/- stamp Paper at the time of bid. Other agreements to be provided on Bidder's Letterhead. However, successful bidder should execute all documents appropriately stamped</p> <p>Format of PRE CONTRACT INTEGRITY PACT attached below</p>
2	Page 18 &19 of 50 Point No. 8	<p>The Bidder shall quote rates in the format as indicated in the Financial Bid (Annexure - V) inclusive of all applicable taxes (GST etc.). Any rise in cost by the manufacturer or tax levied by the Government from time to time due to various reasons shall have to be borne by the vendor for the contract period. Any deviation in the quote other than as stated in the Financial Bid shall be rejected summarily.</p>	<p>The Bidder shall quote rates in the format as indicated in the Financial Bid (Annexure - V) inclusive of all applicable taxes (excluding GST). Any rise in cost by the manufacturer or tax levied by the Government from time to time due to various reasons shall have to be borne by the vendor for the contract period. Any deviation in the quote other than as stated in the Financial Bid shall be rejected summarily.</p>

Annexure - VI

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of, between, IDBI Bank Ltd., a Company registered under the Companies Act, 1956 (1 of 1956) and within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No.L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through **its office at IDBI Bank Ltd., Annexe Building, 3rd Floor, Plot No.39/40/41, Sector 11, CBD – Belapur, Navi Mumbai – 400 614, (hereinafter called the "PRINCIPAL",** which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s. _____ represented by Smt. / Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to employ vendors for **supply of General stationery items for IDBI Bank Limited CPU, RPU & RAO Belapur Navi Mumbai** and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a department of IDBI Bank Ltd, performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the PRINCIPAL to obtain the desired service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1. The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.1 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.2 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PRINCIPAL for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the PRINCIPAL.
- 3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
- 3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the

PRINCIPAL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.
- 3.13 The BIDDER / Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and / or other BIDDERS / Contractor(s).
- 3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC / IPC Act.
- 3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- 3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti- corruption principle.

4. Previous Transgressions

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Later converted as part of Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs.5, 00,000/- (Rupees Five Lakh Only) as Earnest Money Deposit with the PRINCIPAL through any of the modes mentioned in the bid document, like Banker's Cheque / Demand Draft / Pay Order issued by a Scheduled Commercial Bank in India, other than IDBI Bank Limited or its Associates drawn in favor of IDBI Bank Ltd. payable at Mumbai.
- 5.2 The Security Deposit in the form of performance Bank Guarantee or Cumulative Fixed Deposit with IDBI Bank Ltd will be kept with the Bank till defect liability period of one year, which may be extended to a further period or till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money / Security Deposit & Retention Money for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required.
 - 6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.
 - 6.1.2 The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
 - 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- 6.1.4 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.
- 6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation / rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
- 6.1.7 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.8 Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.
- 6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not carried out / is not carrying out similar work at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar work was carried out by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

- 8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission. The particulars of IEMs appointed by the PRINCIPAL are as mentioned under:-

Sr. No.	Name of IEM	Contact Number	E-mail Address
1.	Dr. Ravindra Kumar Srivastava, IAS (Retd.)	9999985440	srivastava.rks@gmail.com
2.	Shri Prem Chand Pankaj, Ex-CMD, NEEPCO	9717433886	prempankaj@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated authority of PRINCIPAL / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL, i.e., Mumbai.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at Mumbai on _____ day of _____ 2022.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature

Signature

(For & on behalf of the PRINCIPAL)

(For & on behalf of the BIDDER/ Contractor)

Office Seal

Office Seal

Name

Name

Designation

Designation

Witness 1 :

(Name & Address) _____

Witness 2 :

(Name & Address) _____

The modified/ revised clauses mentioned above will super cede the relevant clauses mentioned in the RFP document issued prior to the above.

All other terms and conditions, specifications, requirements etc. contained in the RFP will remain unchanged

Date: June 28, 2022

Place: Belapur, Navi Mumbai
